

MEMORANDUM OF UNDERSTANDING
between
VANDERBILT UNIVERSITY MEDICAL CENTER
and
THE TENNESSEE DEPARTMENT OF HEALTH
For the Study of Bioinformatics and Biostatistics

1.0 PURPOSE

The purpose of this MOU is to develop academic and educational cooperation in expanding public health knowledge in the fields of epidemiology, biostatistics, and bioinformatics for the benefit of the people of Tennessee through the Tennessee Department of Health (hereinafter referred to as "TDH") and Vanderbilt University Medical Center ("VUMC") in connection with its School of Medicine. Both VUMC and the TDH may be referred to individually as a "Party" or collectively as the "Parties."

2.0 SCOPE OF ACTIVITIES

VUMC and the TDH shall establish a cooperative research and learning experience in epidemiology, biostatistics, and bioinformatics ("TDH Experience").

- 2.1. The TDH Experience may include but not be limited to:
 - 2.1.1. Trainee, Coordinator, and Supervising Faculty Member involvement in research, study, and service learning;
 - 2.1.2. Joint research activities;
 - 2.1.3. Continuing education programs;
 - 2.1.4. Organization and participation in seminars, symposia, short-term academic programs and academic meetings; and
 - 2.1.5. Workforce development activities.
- 2.2. The TDH Experience shall include access to and use of TDH data as identified in Exhibit 1 ("TDH Data"), as may be amended from time to time by TDH and VUMC.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 General responsibilities

- 3.1.1. TDH agrees to accept students and other trainees, including fellows ("Trainees") of VUMC in jointly agreed upon teaching and research activities, and field placements, but retains the right to approve the individual Trainees selected for these activities.
- 3.1.2. Both Parties shall retain the exclusive right to appoint their respective staff, supervising faculty, and coordinators for any TDH Experience.
- 3.1.3. Each Party shall designate one individual as a point of contact for any TDH Experience.
- 3.1.4. The VUMC designated individual shall be a supervising faculty member ("Supervising Faculty Member"), and shall be responsible for maintaining communication with TDH including, but not limited to:
 - (i) Confirming any contact information, dates, and hours of assignment for any Trainee assigned to TDH prior to the beginning of the assignment;
 - (ii) Supplying TDH with information regarding the Trainee's current level of academic and field experience; and
 - (iii) Providing TDH with information regarding the particular requirements relating to each Trainee's experience, including required hours and supervision requirements.

- 3.1.5 The VUMC Supervising Faculty Member shall participate in the research activities on the premises of TDH and VUMC, subject to the policies of TDH and state and federal law including, without limitation, those related to confidentiality, privacy and security of patient/client records and patient/client information and provided that under no circumstances shall VUMC Supervising Faculty Member remove any TDH Data, whether in hard copy or electronic medium, from the premises of TDH or VUMC.
- 3.1.6. VUMC shall advise Trainees that they are required to comply with all applicable state and federal laws, and policies, procedures, and requirements of the TDH Experience placement, including, without limitation, those related to confidentiality, privacy and security of patient/client records and patient/client information, dress and personal appearance, health matters and name tag display. All field work undertaken by Trainees shall take place on the premises of TDH or VUMC, and under no circumstances shall the Trainee remove any TDH Data, whether in hard copy or electronic medium, from the premises of TDH or VUMC. Any violation of this provision shall be, at the discretion of TDH, grounds for immediate termination of the Trainee placement and/or this Agreement. VUMC shall advise Trainees that TDH's confidentiality requirements survive the completion of their TDH Experience and the expiration or termination of this Agreement.
- 3.1.7. VUMC represents and warrants to TDH that VUMC and its Trainees and Supervising Faculty Member participating in the learning and research experience are not:
 - (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs");
 - (ii) convicted of a criminal offense related to the provision of health care items or services;
 - (iii) under investigation or otherwise aware of any circumstances which may result in the VUMC or a Trainee being excluded from participation in the Federal health care programs;
 - (iv) convicted felons;
 - (v) sexual offenders; or
 - (vi) elder abuse offenders.
- 3.1.8. The TDH designated contact ("Coordinator") shall be responsible for the TDH Data at TDH and for maintaining communication with VUMC including, but not limited to:
 - (i) Development of the specific assignments for any Trainee.
 - (ii) Completion of periodic evaluations of Trainee progress.
- 3.1.9. Each Party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
- 3.1.10. Each VUMC Trainee and Supervising Faculty Member that will access CSMD data shall complete and return a CSMD data use form and return it to TDH prior to accessing any CSMD data.

3.2. Detailed management of intellectual property rights and publications

- 3.2.1. TDH agrees to encourage its staff to participate in research projects and to provide facilities and access to TDH Data for research to the faculty of VUMC in a manner consistent with State and Federal Law.

- 3.2.2. TDH's Institutional Review Board (IRB) Committee is available as the mechanism for reviewing and recommending for approval research projects, including those initiated by either Party.
- 3.2.3. Authorship on papers and manuscripts derived from the work will be determined in accordance with the criteria set forth by the International Committee of Medical Journal Editors. Regardless of authorship, TDH will be provided the opportunity to review and comment on manuscripts prior to submission and publication, and will be notified of all accepted manuscripts and publication dates before publication.
- 3.3. Any other items deemed necessary for the efficient management of the activity
 - 3.3.1. This agreement may be reviewed annually by the Parties in order to address issues identified by either Party to this agreement.
 - 3.3.2. The Parties agree to be bound by the Business Associate Agreement currently in place between VUMC and TDH, which shall be incorporated by reference herein.

4.0 RENEWAL, TERMINATION, AND AMENDMENT

- 4.1. This MOU shall remain in force for a period of three (3) years from the date of the last signature. This MOU may be extended by the written consent of the Parties.
- 4.2. Except as provided in 3.1.6, this MOU may be terminated by either Party upon thirty (30) days advance written notice.
- 4.3. This MOU may be amended only by the written consent signed by the Parties.
- 4.4. The TDH Data received hereunder may be retained by VUMC no longer than 180 days after the termination of this MOU. VUMC agrees to destroy all TDH Data and send written certification of the destruction of TDH Data and corresponding data files and data sets to TDH within thirty (30) days of destruction.

IN WITNESS WHEREOF, the Parties have offered their signatures hereto:

VANDERBILT UNIVERSITY MEDICAL CENTER:

NH

SIGNATURE

Libby D. Salberg
Director

8/17/17

PRINTED NAME AND TITLE OF SIGNATORY Contracts Mgmt

DATE

TENNESSEE DEPARTMENT OF HEALTH:

John J. Dreyzehner, MD, MPH, FACP, FACOEM - BS

JOHN J. DREYZEHNER, MD, MPH, FACP, FACOEM, COMMISSIONER

8/21/2017

DATE

Recommended by: *C. W. D*

Colin Walsh, Assistant Professor

EXHIBIT 1
TDH EXPERIENCE DATA

1. Controlled Substances Monitoring Database (CSMD)
 - a. Nature of data: Data in the CSMD pursuant to the Tennessee Prescription Safety Act of 2016, Tenn. Code Ann. § 53-10-301, et. seq.
 - b. Approval by: Operations Committee
 - c. How provided to VUMC: in person or by secure transfer or another mechanism deemed by both parties to meet the security expectations of this agreement, and upon completion and return of the CSMD data use form to TDH for each VUMC user of the CSMD.
2. Vital Records
 - a. Nature of data: Overdose Death Data
 - b. Approval by: Registrar
How provided to VUMC: in person or by secure transfer or another mechanism deemed by both parties to meet the security expectations of this agreement.
3. Hospital Discharge Data
 - a. Nature of data: Hospital Discharge Data.
 - b. Approval by: Deputy Commissioner for Population Health or designee
 - c. How provided to VUMC: in person or by secure transfer or another mechanism deemed by both parties to meet the security expectations of this agreement.
4. Derived data elements from the above data sets.
 - a. Nature of data: variables derived for the Health Enterprise Warehouse from the above original data sets
 - b. Approval by: Director of the Office of Informatics and Analytics
 - c. How provided to VUMC: in person or by secure transfer or another mechanism deemed by both parties to meet the security expectations of this agreement.